

RESOLUTION NO. 29-2008

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON,  
AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT FOR SERVICES  
CONTRACT FOR DEVELOPMENT OF TRANSPORTATION CODE AMENDMENTS.**

**WHEREAS**, the City's transportation regulations require updating to make them easier to understand, apply, and defend; and

**WHEREAS**, updated transportation regulations will serve to implement the goals and policies of the recently adopted Transportation System Plan; and

**WHEREAS**, the Planning Department has solicited and received proposals for the development of transportation code amendments; and

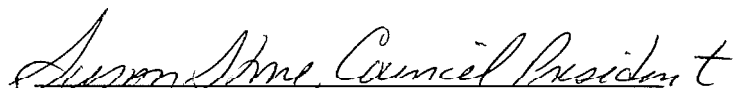
**WHEREAS**, the Planning Department has selected Angelo Planning Group as the firm with the strongest proposal; and

**WHEREAS**, the fee for service is \$37,000.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council, City of Milwaukie, Oregon, that the City Manager is authorized to sign an Agreement for Services Contract in the amount of \$37,000 for development of transportation code amendments as described in the recitals of this resolution.


Introduced and adopted by the City Council on April 1, 2008.

This resolution is effective on April 1, 2008.

  
Susan Stone, Council President

ATTEST:

APPROVED AS TO FORM:  
Jordan Schrader Ramis PC

  
Pat DuVal, City Recorder

  
City Attorney



## **RECORD COPY**

### **CITY OF MILWAUKIE, OREGON AGREEMENT FOR SERVICES RELATED TO**

### **ANGELO PLANNING GROUP TRANSPORTATION CODE UPDATE PROJECT**

THIS AGREEMENT made and entered into this 1st of April, 2008 by and between the City of Milwaukie, a municipal corporation of the State of Oregon, hereinafter called City, and Angelo Planning Group, hereinafter called Contractor.

#### **RECITALS**

WHEREAS, Contractor has submitted a bid or proposal to City to provide specific services; and

WHEREAS, Contractor is in the business of providing specific services and is aware of the purposes for which City requires the services; and

WHEREAS, City and Contractor wish to enter into a contract under which City shall purchase the services described in Contractor's bid or proposal;

THEREFORE, The parties agree as follows:

**1. SERVICES TO BE PROVIDED**

Contractor agrees to provide services related to Transportation Code Update Project as detailed in Exhibit A – Scope of Work and by this reference made a part hereof.

Contractor agrees to complete work that is detailed in Exhibit A and by this reference made a part hereof. Contractor may have some contact with the public in the course of performing this contract and shall maintain good relations with the public. Failure to maintain good relations with the public shall constitute a breach of the contract. The City may treat the failure to maintain good relations as a non-curable breach allowing the City to terminate the contract and to disqualify Contractor from future work for the.

**2. EFFECTIVE DATE AND DURATION**

Contractor shall initiate services upon receipt of City's notice to proceed, together with an executed copy of this Agreement. This Agreement shall become effective upon the date of execution and shall expire, unless otherwise terminated or extended, on December 31, 2008. All services shall be completed prior to the expiration of this Agreement.

**3. COMPENSATION**

City agrees to pay Contractor an amount not exceeding Thirty Seven Thousand Dollars (\$37,000) for performance of those services described herein, which payment shall be based upon the following applicable terms:

- A.** Payment will be made in installments based on Contractor's invoice, subject to the approval by the City, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.

- B.** Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- C.** Where applicable, Contractor must make payment promptly as due to persons supplying Contractor labor or materials for the execution of the work provided by this order. Contractor must pay all contributions or amounts due from Contractor to the Industrial Accident Fund incurred in the performance of this order. Contractor shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Contractor further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- D.** If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279C.540. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209..
- E.** If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.
- F.** Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- G.** The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

**5. ASSIGNMENT/DELEGATION**

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other and any attempted assignment or transfer without the written consent of the other party shall be invalid.

**6. SUBMITTING BILLS AND MAKING PAYMENTS**

All notices and bills shall be made in writing and may be given by personal delivery, mail or fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

<b>Accounts Payable Clerk for City</b>	<b>Contract Manager for Contractor</b>
City of Milwaukie	Company: Angelo Planning Group
Attn: Accounts Payable	Attn: Frank Angelo
10722 SE Main St., Milwaukie, Oregon 97222	Address: 921 SW Washington Street, Suite 468
Phone: (503) 786-7523.	Phone: 503-227-3664
Fax: 503-786-7528	Fax: 503-227-3679
Email Address: <a href="mailto:finance@ci.milwaukie.or.us">finance@ci.milwaukie.or.us</a>	Email Address: <a href="mailto:fangelo@angeloplanning.com">fangelo@angeloplanning.com</a>

7. **TERMINATION**

The parties agree that any decision by either party to terminate this Agreement before the 31st of December, 2008 shall be accompanied by thirty (30) days written notice to the other party prior to the date termination would take effect. There shall be no penalty for early termination. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered prorated to the date of termination.

8. **ACCESS TO RECORDS**

City shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

9. **FORCE MAJEURE**

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, natural disaster, war, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

10. **NON-DISCRIMINATION**

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

11. **INDEMNITY/HOLD HARMLESS**

Contractor shall defend, indemnify and hold harmless City, City's officers, employees, agents and representatives from and against all liability, claims, demands, judgments, penalties, and causes of action of any kind or character, or other costs or expenses incidental to the investigation and defense thereof, of whatever nature, resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this contract, except, however, that the foregoing shall not apply to liability that arises out of City's sole negligence.

12. **INSURANCE**

Contractor shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder.

The policy or policies of insurance maintained by the Contractor shall provide at least the following limits and coverages:

**A. Commercial General Liability Insurance**

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
General Aggregate	1,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (any one fire)	50,000
Medical Expense (any one person)	5,000

**B. Business Automobile Liability Insurance**

If Contractor will be delivering any goods or services which require the use of a vehicle, Contractor shall provide City a certificate indicating that Contractor has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days in advance of cancellation. If Contractor hires a carrier to make delivery, Contractor shall ensure that said carrier complies with this paragraph.

**C. Workers' Compensation Insurance**

The Contractor and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

**D. Insurance Carrier Rating**

All coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

**E. Certificates of Insurance**

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City.

The procuring of such required insurance shall not be construed to limit contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

**20. ATTORNEY'S FEES**

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including witness fees (expert and non-expert), attorney's fees and court costs on appeal.

**21. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES**

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B, the provisions of which are hereby made a part of this agreement

**22. CONFLICT BETWEEN TERMS**

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the terms of proposal conflicting herewith.

**23. SEVERABILITY**

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

**24. COMPLETE AGREEMENT**

This Agreement, including the exhibits, is intended both as a final expression of the Agreement between the parties and as a complete and exclusive statement of the terms. In the event of an inconsistency between a provision in the main body of the Agreement and a provision in the Exhibit, the provision in the main body of the Agreement shall control. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that Contractor has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written.

Contract # \_\_\_\_\_

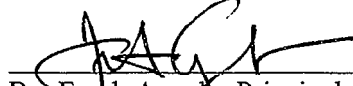
**CITY OF MILWAUKIE**



By: Mike Swanson, City Manager

04-01-08  
Date

**CONTRACTOR**



By: Frank Angelo, Principal

March 27, 2008  
Date

**EXHIBIT A****CITY OF MILWAUKIE TRANSPORTATION CODE UPDATE  
SCOPE OF WORK  
February 2008****Project Description**

The City of Milwaukie recently updated its Transportation System Plan (TSP), which contains the City's long-term transportation goals and policies. Now that the TSP has been adopted, the City needs to update its transportation regulations and street design standards so that they accurately reflect and implement the goals and policies contained in the TSP. In particular, the City needs to evaluate what types of development projects should trigger public improvements, and, when triggered, which public improvements the City should encourage and/or require. The City also needs to ensure that all of its regulations and standards are consistently described and referenced in order to avoid conflicts and confusion. To that end, this project involves a thorough review and possible reorganization of all relevant regulations and standards. The City's transportation regulations and standards are currently dispersed among the following documents, namely:

- Milwaukie Municipal Code (MMC) Chapter 19.1400 (which applies to the entire city);
- MMC Section 19.312.5 (which applies only to downtown);
- MMC Title 12 (which deals with streets and sidewalks generally);
- MMC Chapters 17.28 and 17.32 (which deal with land division improvements);
- Transportation Design Manual (TDM);
- Milwaukie Downtown and Riverfront Plan (Downtown Plan) Public Area Requirements;
- Public Works Standards (PWS).

Chapter 19.1400 is the City's main regulatory document that outlines the City's requirements for transportation improvements. Chapter 19.1400 and the TDM were adopted in 2001, with the understanding that they would be updated after an initial implementation period. During the last few years, the City has identified several ways in which this chapter should be refined to ensure that transportation improvements are implemented in a way that is fair, proportional, predictable, and effective. Fairness, in this context, is meant broadly, as in applying to all possible stakeholders such as developers, neighboring property owners, the public, the City, and the natural environment. In general, Chapter 19.1400 has proved to be rigid and exacting, and key portions of this chapter and the TDM conflict with one another.

Additionally, now that the City has adopted a set of Public Works Standards (PWS), the City would like to: (1) eliminate the TDM as a separate document and (2) include all TDM standards in the PWS so that all City standards are consolidated into one document. This project does not include an update to the standards currently contained in the TDM. It does, however, include a thorough review of this document and an identification of which elements to include in the PWS and which to incorporate into Chapter 19.1400. The City intends to update the TDM under separate contract, with the hope that this project and the TDM update project would overlap. As a result, coordination between the two projects may be necessary.

Section 19.312.5 and the Downtown Plan were adopted in 2000 when the City rezoned downtown Milwaukie. Section 19.312.5 has been a challenge to implement due its brevity and proportionality analysis oversight. This project includes code changes to Section 19.312.5; however, the City does not intend to update the Downtown Plan at this time.

**Project Objectives**

- Continue to require land use and development applications to implement transportation improvements, when warranted, to help make Milwaukie's infrastructure safe and complete.
- Ensure that the Transportation Plan Review application and approval process is predictable, clear, and defensible, thereby reducing unnecessary process, expense, and confusion for applicants and staff.



- Give the Engineering Director more discretion to apply a variety of design solutions during the Transportation Plan Review process.
- Refine City policy so that exactions are made in a way that is fair, proportional, and effective.
- Eliminate confusing and inconsistent language within and between documents to strengthen the City's ability to bring about transportation improvements and to limit the City's liability exposure.
- Make the City's standards and regulations easier to understand by reorganizing Chapter 19.1400, eliminating the TDM, and adding tables, graphics, and references as appropriate.
- Ensure compliance with the Transportation Planning Rule and Metro Title 13 Nature in Neighborhoods.

### **Transportation System Plan (TSP) Policy Direction**

The 2007 TSP process helped the City clarify and develop policy regarding:

- Green streets (use of swales and non-curb & gutter drainage approaches)
- Skinny streets (especially for local streets)
- Alternative pedestrian facilities

The TSP Street Design chapter provides policy guidance for developing a more sustainable, flexible, and nuanced approach to designing infill street improvements. Specifically, it directs the City to develop a design prioritization approach for street cross sections based on functional classification that identifies which street design elements to reduce and/or eliminate when sufficient right-of-way width is not available. Additionally, it directs the City to identify:

- The circumstances under which green street treatments and skinny street designs would be required or recommended.
- The circumstances and the process by which one pedestrian design alternative is chosen or required over another.

### **Preliminary Problem Identification**

- Chapter 19.1400 and Section 19.312.5 use arbitrary project cost thresholds as the triggers for requiring substantial right-of-way improvements. This approach has resulted in inordinate requirements for small projects, particularly for tenant improvement and substantial redevelopment residential projects.
- Chapter 19.1400 and Section 19.312.5 do not adequately reflect the City's responsibility to consider a project's impacts prior to requiring exactions.
- Section 19.312.5 does not provide enough guidance on how to "comply" with or "meet the requirements" of this section. It has a purpose and applicability section but not an implementation section.
- The fee-in-lieu-of improvements section (19.1404.D.2) in Chapter 19.1400 does not provide enough guidance on how to manage and implement a fee-in-lieu-of program.
- Chapter 19.1400 does not contain public utility requirements or standards.
- The Engineering Director is not given enough discretion to find common sense solutions to street and sidewalk improvements when such improvements are triggered by development.
- Traffic Impact Study requirements (TDM Table 3) have resulted in inordinate requirements for small projects.
- The City's transportation regulations do not consistently support a sustainable approach to development. They do not encourage innovative "green street" practices.
- The City's transportation regulations and street design standards are not packaged in a way that is user friendly. They are dispersed among many documents, are often not consistently or clearly referenced, and conflict with one another.

## SCOPE OF WORK

Milwaukie Planning staff will:

- Work directly with Engineering staff and Consultants to ensure completion of all tasks in a timely manner.
- Prepare staff reports and presentations to brief the Planning Commission and City Council, except as specifically noted below.
- Coordinate and discuss proposed amendments with City Attorney and Engineering staff.
- Conduct public outreach, including posting proposed changes on City website, communicating with the neighborhood Land Use Committees, and meeting with stakeholders.
- Research past land use applications, building permits, and code amendments, as needed.
- Identify problems with existing regulations and standards.
- Identify potential solutions.
- Review draft code amendments.

Milwaukie Engineering staff will:

- Research past land use applications, building permits, and code amendments, as needed.
- Locate and identify problems with existing regulations and standards.
- Recommend an approach to “dissolving” the TDM.
- Identify potential solutions.
- Review draft code amendments.
- Assist with “test-driving” proposed code amendments.

### Task 1: Develop Preliminary Project Schedule & Stakeholder Involvement Plan (City)

- A. Create preliminary project schedule that identifies key tasks and milestone dates and maps out how overlapping and related tasks will be effectively coordinated. (Susan)
- B. Identify all stakeholders: City staff, PC, CC, DLC, developers, property owners, NDAs, citizens, public agencies, etc. (Susan)
- C. Develop an involvement plan for each type of stakeholder that is realistically reflected in the project schedule: (Susan)
  - Stakeholder meetings and interviews.
  - Public information.
  - Planning Commission work sessions.
- D. Consult with the City Attorney, Metro, and DLCD on an as needed basis about potential legal or regulatory hurdles to consider. (City)

#### City Deliverables:

- Preliminary Project Schedule (Susan)
- Stakeholder Involvement Plan (Susan)

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**Task 2: Conduct Background Research & Develop Preliminary Problem Definition (City)**

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- A. Document and compile known problems and suggested changes, including, but not limited to: Gary Firestone and Zach Weigel's suggested edits, recent discussions with City Attorney, draft PAR scope, and staff meeting notes on FILO, PAR, and 19.1400. Prepare a Preliminary Problem Identification Memo to accompany the material listed above for consultant's use and reference. (Susan & Bob)
- B. Research past transportation-related Code and Comp. Plan amendments (Susan & Bob)  
Prepare a memo summarizing 19.1400 and 19.312.5 code history that, at a minimum, identifies any "sacred cows" and hard fought decisions:
- Review adopting ordinance, staff reports, and other project documents.
  - Review all relevant PC/CC minutes.
  - Review the Comprehensive Plan (including ancillary documents) to identify existing policy guidance. Determine if the proposed amendments support or contradict the Comprehensive Plan and if amendments to the Plan should be considered.
  - Contact John Gessner to discuss 2001 19.1400 project and what he would have kept/changed.
- C. Review entire MMC, TDM, PWS, Downtown Plan, and TSP. (Zach)  
Prepare a memo summarizing the following:
- Locate all public improvement and transportation-related standards and regulations in MMC, TDM, PWS, and Downtown Plan (include all references, standards, etc.). Identify all conflicts and redundancies between and within these documents and the TSP.
  - Identify which TDM elements to delete and which to include in the PWS or elsewhere.
  - Identify which MMC code sections to delete and which to relocate. Identify where relocated code sections should be moved and why.
  - Find and review adopting ordinance and staff reports to understand and resolve code conflicts, as necessary. Coordinate research with Planning staff.
- D. Identify case studies to illustrate the problems that have arisen when staff applied the existing regulations. (Zach & Bob)
- Identify 3-4 case studies from previous Transportation Plan Review applications. (Zach)
  - Identify 3-4 case studies from previous permits or applications that triggered public area requirements. (Bob)
- E. Review entire MMC and identify all code sections and references that will likely need to be updated as a result of this project. (Marcia)

**City Deliverables:**

- Preliminary Problem Identification Memo (Susan & Bob)
- Planning Memo re: Code History (Susan & Bob)
- Engineering Memo re: Conflicts, Redundancies, & Proposed Reorganization (Zach)
- Case Studies (Zach & Bob)
- List of Affected Code Sections (Marcia)

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**Task 3: Finalize Problem Definition and Research Solutions (Consultant)**

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- A. Conduct background research.
- Review all existing identified transportation regulations and standards.
  - Research other cities' practices as they relate to project objectives and preliminary problem identification as outlined in this scope. Specifically, identify any models for addressing Dolan responsibilities in code language, and other approaches to key problems, such as triggers for exactions. Prepare brief memo summarizing this research.
- B. Review results of Task 2. Verify accuracy and completeness of City-identified conflicts and redundancies. Develop final list of problems. This list should be in the form of a detailed code-based matrix that will serve as the technical attachment to the Problems and Solutions Memo (Task 3E).
- C. Compile list of potential solutions (from Task 2 and consultant knowledge) and identify additional research needs. This list should be in the form of a detailed code-based matrix that will serve as the technical attachment to the Problems and Solutions Memo (Task 3E). Conduct additional research on potential solutions, including tools/code language used by other jurisdictions.
- D. Meet with Planning and Engineering staff.
- Review Technical Attachment detailing problems and potential solutions (Task 3B and 3C). Revise document based on staff comment.
  - Get staff direction on preparing Problems and Solutions Memo (Task 3E).
- E. Prepare a Problems and Solutions Memo to the Planning Commission that outlines 1) the problems to be addressed by the amendments and 2) the types of potential solutions (i.e., add Engineering Director discretion, clarify existing language, add new section, etc.). For each identified problem, identify which solutions are recommended, which aren't, and why. Prepare draft memo for staff review and comment. Revise memo based on staff comment. Conduct additional research as needed.
- F. Present Problems and Solutions Memo (Task 3E) and Technical Attachment (Task 3B and 3C) to project staff and City attorney. Revise documents based on staff comment. Conduct additional research as needed.
- G. Present Problems and Solutions Memo to Planning Commission at a work session.

**Consultant Assumptions:**

- Attend one 2-hr meeting with staff.
- Attend one 2-hr meeting with project staff and City attorney.
- Attend one 2-hr Planning Commission work session meeting.

**Consultant Deliverables:**

- Meeting notes (at a minimum to include decisions made, assignments, next steps)
- Preliminary Research Memo
- Technical Attachment to Problems and Solutions Memo
- Problems and Solutions Memo

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**Task 3: Finalize Problem Definition and Research Solutions (Continued)**

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**City Assumptions:**

- Review all Consultant deliverables.
- Attend two 2-hr meetings with the Consultant.
- Attend one 2-hr Planning Commission work session meeting.

**City Deliverables:**

- Verbal and consolidated written comments on Technical Attachment and Problems and Solutions Memo

#### **Task 4: Draft Code Amendments and Alternatives (Consultant)**

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City to provide existing code document for Consultant's use in preparing and formatting draft amendments and related commentary. (Marcia)

- A. Draft code amendments and alternatives for Chapter 19.1400 and Section 19.312.5. Consider incorporating Section 19.312.5 into Chapter 19.1400 and relocating sections of Chapter 19.1400 into other chapters (e.g. Chapter 19.500 Off-Street Parking) and documents (e.g. PWS). See Preliminary Reorganization Matrix on page 11. (City staff will take responsibility for relocating code sections out of Chapter 19.1400 that will otherwise remain unchanged.)
  - Identify issues for which alternative approaches may exist, and for which policy guidance is required. For such issues, outline the alternatives and their implications. Prepare Alternatives Analysis Memo. City staff will use this to seek policy guidance at briefings with Planning Commission and City Council.
  - Prepare draft of proposed code amendments. Draft must include underline/strikeout text changes, outline of proposed tables/graphics, and also a Commentary document that explains the proposed changes.
- B. Draft code amendments and alternatives for Title 12 and Chapters 17.28 and 17.32, as needed. Consider incorporating Chapters 17.28 and 17.32 into Chapter 19.1400. See Preliminary Reorganization Matrix on Page 11.
  - Prepare draft of proposed code amendments. Draft must include redline/strikeout text changes, outline of proposed tables/graphics, and also a Commentary document that explains the proposed changes.
- C. Provide a memo that documents which TDM elements were incorporated into Chapter 19.1400 and why, which should be moved to PWS at a later date and why, and a list of any remaining conflicts and redundancies that exist between the TDM and any other City regulation or standard.
- D. Review draft amendments.
  - Test proposed amendments on case studies to determine the potential results of the revised code.
  - Meet with Planning and Engineering staff to review "test drive" results and draft code amendments. Revise amendments to reflect staff comment and discussion.
  - Present draft code amendments to stakeholder committee. Revise amendments per staff direction based on comment and discussion.
  - Present draft code amendments to Planning Commission at a work session.

#### **Consultant Assumptions:**

- Attend four 1-2 hr meetings with staff.
- Attend one *potential* 2-hr meeting with stakeholder committee.
- Attend one 2-hr Planning Commission work session meeting.

#### **Consultant Deliverables:**

- Meeting notes (at a minimum to include decisions made, assignments, next steps)
- Alternatives Analysis Memo
- Proposed Code Amendments and Commentary, with 4 rounds of revisions
- Brief TDM Memo (documenting TDM status)
- Brief "Test Drive" Memo (summarizing outcome of "test drive")

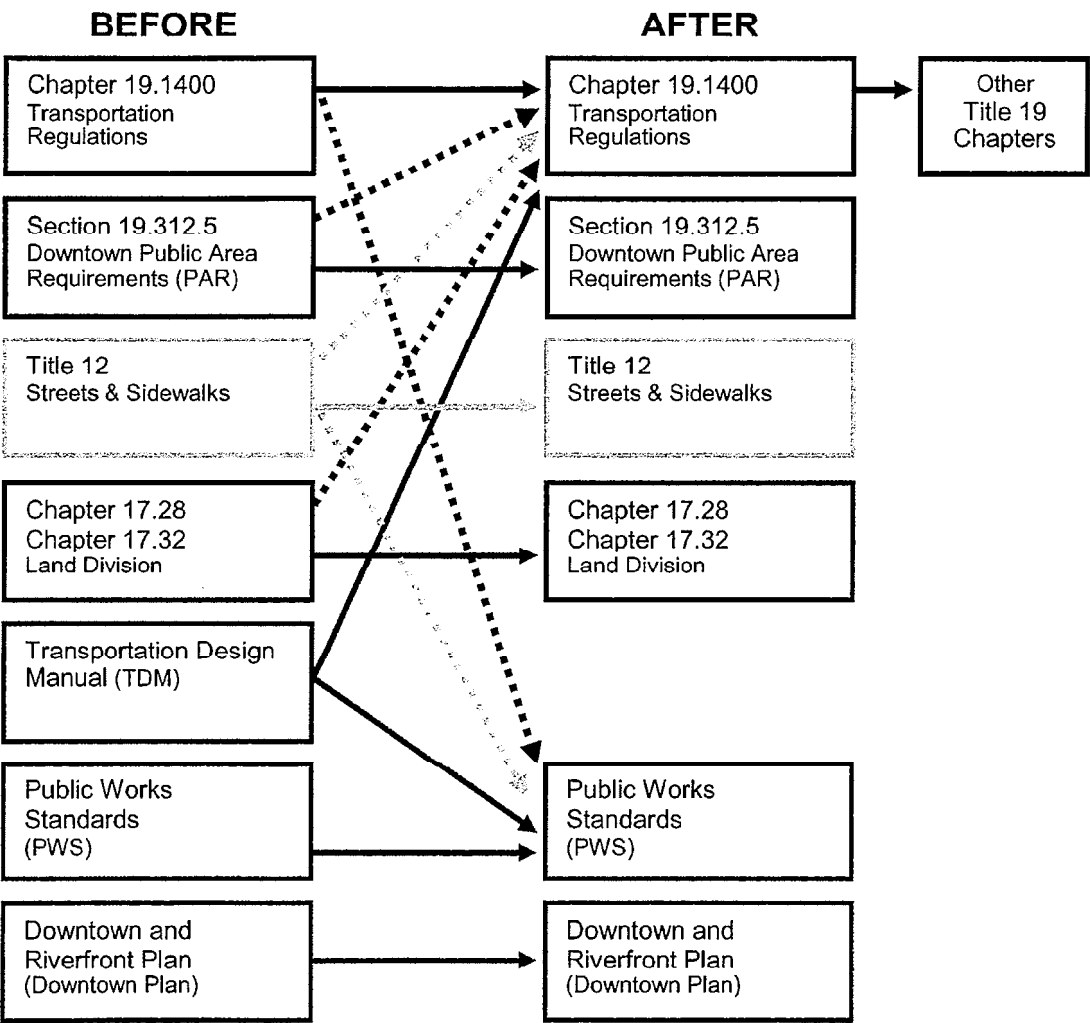
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**Task 6: Post-Adoption Process (City)**

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- A. Prepare finalized version for publication. (Marcia)
- B. Provide interim update code pages when amendments take effect 30 days following adoption. (Marcia)
- C. Coordinate with code publisher to update online and hard copy versions of the code. (Marcia & Pat)
- D. Review and distribute new code pages when available from publisher. (Marcia)

**CITY OF MILWAUKIE**  
**PRELIMINARY REORGANIZATION MATRIX**  
Transportation Code Update Project



Note: Dashed lines indicate where code sections may end up.  
Solid lines indicate where code sections should end up.



## PROJECT BUDGET & MILESTONE DATES

**Project Budget:**

This project is expected to span two fiscal years, the latter part of fiscal year 07/08 and the first part of fiscal year 08/09. Budget for this project shall not exceed \$37,000, except by written consent of the project manager.

**Milestone Dates:**

- Task 3 shall be completed by June 30, 2008, which is the last day of the 07/08 fiscal year.
- Task 5 shall be completed no later than November 30, 2008.

These milestone dates may change upon written agreement by both the City and the Consultant.